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Mary Grace Radona*

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

MARY GRACE RADONA,

Plaintiff,

V.

USE CREDIT UNION, TRANS UNION LLC, and EQUIFAX INFORMATION SERVICES, LLC.

Defendants.

Case No.:

**FIRST AMENDED COMPLAINT
FOR DAMAGES FOR VIOLATIONS
OF:**

- 1.) THE FAIR CREDIT REPORTING ACT, 15 U.S.C. §§ 1681, ET SEQ.;**
 - 2.) CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT, CAL. CIV. CODE § 1785.1, ET SEQ.; AND,**
 - 3.) THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT, CAL. CIV. CODE §§ 1788, ET SEQ.**

JURY TRIAL DEMANDED

INTRODUCTION

- 1 1. The United States Congress has found the banking system is dependent upon
2 fair and accurate credit reporting. Inaccurate credit reports directly impair the
3 efficiency of the banking system, and unfair credit reporting methods
4 undermine the public confidence, which is essential to the continued
5 functioning of the banking system. Congress enacted the Fair Credit
6 Reporting Act, 15 U.S.C. § 1681 *et seq.* (“FCRA”), to insure fair and accurate
7 reporting, promote efficiency in the banking system, and protect consumer
8 privacy. The FCRA seeks to ensure consumer reporting agencies exercise
9 their grave responsibilities with fairness, impartiality, and a respect for the
10 consumer’s right to privacy because consumer reporting agencies have
11 assumed such a vital role in assembling and evaluating consumer credit and
12 other information on consumers. The FCRA also imposes duties on the
13 sources that provide credit information to credit reporting agencies, called
14 “furnishers.”
- 15 2. The California legislature has determined that the banking and credit system
16 and grantors of credit to consumers are dependent upon the collection of just
17 and owing debts and that unfair or deceptive collection practices undermine
18 the public confidence that is essential to the continued functioning of the
19 banking and credit system and sound extensions of credit to consumers. The
20 Legislature has further determined that there is a need to ensure that debt
21 collectors exercise this responsibility with fairness, honesty, and due regard
22 for the debtor’s rights and that debt collectors must be prohibited from
23 engaging in unfair or deceptive acts or practices.¹
- 24 3. Plaintiff MARY GRACE RADONA (“Plaintiff”), through her attorneys,
25 brings this lawsuit to challenge the actions of Defendants USE CREDIT
26 UNION (“USE” or “Defendants”), TRANS UNION LLC (“Trans Union” or
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28 ¹ Cal. Civ. Code §§ 1788.1 (a)-(b)

“Defendants”), and EQUIFAX INFORMATION SERVICES, LLC. (“Equifax” or “Defendants”) with regard to Defendants’ reporting of erroneous negative and derogatory reports to Plaintiff’s credit report, as that term is defined by 15 U.S.C. § 1681a(g); Defendants’ willful and negligent failure to properly investigate the repeated disputes of Plaintiff concerning the inaccurate data Defendants are reporting in Plaintiff’s file, and Defendants’ failure to correct such, which Defendants knew or should have known was erroneous and which caused Plaintiff damages.

4. Plaintiff makes these allegations on information and belief, with the exception of allegations that pertain to Plaintiff, or to Plaintiff's counsel, which Plaintiff alleges on personal knowledge.
 5. While many violations are described below with specificity, this Complaint alleges violations of the statutes cited in their entirety.
 6. Unless otherwise stated, Plaintiff alleges that any violations by Defendants were knowing and intentional, and that Defendants did not maintain procedures reasonably adapted to avoid any such violation.
 7. Unless otherwise indicated, the use of any Defendants' name in this Complaint includes all agents, employees, officers, members, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers of that Defendants named.
 8. Unless otherwise stated, all the conduct engaged in by Defendants occurred in California.

JURISDICTION AND VENUE

9. Jurisdiction of this Court arises pursuant to 28 U.S.C. §1331; 15 U.S.C. § 1681p; and, 28 U.S.C. § 1367 for supplemental state claims.
 10. This action arises out of Defendants' violations of (i) the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. §§ 1681 et seq. ("FCRA"); (ii) the California Consumer Credit Reporting Agencies Act, Cal. Civ. Code §§

1785.1. et seq. (“CCCAA”); and (iii) the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788, et seq. (“RFDCPA”).

11. Because Defendants conduct business within the State of California, personal jurisdiction is established.

12. Venue is proper pursuant to 28 U.S.C. § 1331 for the following reasons: (i) Plaintiff resides in the County of San Diego, State of California which is within this judicial district; (ii) the conduct complained of herein occurred within this judicial district; and, (iii) Defendants conducted business within this judicial district at all times relevant.

PARTIES

13. Plaintiff is a natural person who resides in the City of San Diego, County of San Diego, in the State of California. In addition, Plaintiff is a “consumer” as that term is defined by 15 U.S.C. § 1692a(3); Cal. Civ. Code § 1785.3(c); and, 15 U.S.C. § 1681a(c).

14. Defendant USE is a corporation incorporated in the State of California.

15. Defendant Trans Union is a limited liability company incorporated in the State of Delaware.

16. Defendant Equifax is a limited liability company incorporated in the State of Georgia.

17. Defendant USE is a furnisher of information as contemplated by FCRA sections 1681s-2(a) & (b), that regularly and in the ordinary course of business furnish information to one or more consumer reporting agencies about consumer transactions or experiences with any consumer.

18. Plaintiff is informed and believes, and thereon alleges, that Defendant USE, in the ordinary course of business, regularly, on behalf of themselves or others, engage in “debt collection” as that term is defined by California Civil Code § 1788.2(b), and are therefore “debt collectors” as that term is defined by California Civil Code § 1788.2(c).

19. Trans Union and Equifax are each a “consumer reporting agency” as that term is defined by 15 U.S.C. § 1681a(f).
20. This case involves money, property or their equivalent, due or owing or alleged to be due or owing from a natural person by reason of a consumer credit transaction. As such, this action arises out of a “consumer debt” and “consumer credit” as those terms are defined by Cal. Civ. Code § 1788.2(f) and a “debt” as that term is defined by 15 U.S.C. 1692a(5).
21. The causes of action herein also pertain to Plaintiff’s “consumer credit report” as that term is defined by Cal. Civ. Code § 1785.3(d), in that inaccurate representations of Plaintiff’s credit worthiness, credit standing, and credit capacity were made via written, oral, or other communication of information by a consumer credit reporting agency, which is used or is expected to be used, or collected in whole or in part, for the purposes of serving as a factor in establishing Plaintiff’s eligibility for, among other things, credit to be used primarily for personal, family, household and employment purposes.

GENERAL ALLEGATIONS

22. At all times relevant to this matter, Plaintiff was an individual residing within the State of California.
23. Furthermore, Defendants conducted business within the State of California at all times relevant.
24. On or about 2014, Plaintiff “co-signed” with her brother for an automobile loan from Defendant USE, Account Number: 8107086*.
25. Plaintiff’s brother-in-law subsequently filed for a bankruptcy (the “Bankruptcy”) and Defendant USE’s account was implicated in the Bankruptcy.
26. Plaintiff never filed for a bankruptcy.

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FACTUAL ALLEGATIONS RE: TRANS UNION AND USE

27. On or about November 2014, Plaintiff checked her Trans Union credit report and noticed Defendant USE reported the following derogatory and inaccurate language: “Included in bankruptcy.”
 28. Again, Plaintiff never filed for a bankruptcy.
 29. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e by using false, deceptive and misleading representations in connection with the collection of Plaintiff’s alleged debt. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant USE has also violated Cal. Civ. Code § 1788.17.
 30. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(2)(A) by falsely representing the character, amount, and legal status of Plaintiff’s alleged debt. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant USE has also violated Cal. Civ. Code § 1788.17.
 31. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(8) by communicating credit information to the credit bureaus that is known or should be known to be false. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant USE has also violated Cal. Civ. Code § 1788.17.
 32. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(10) by using false representations and deceptive means to collect Plaintiff’s alleged debt. This section is incorporated into the RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant also violated Cal. Civ. Code § 1788.17.
 33. Plaintiff subsequently called Defendant USE, and Defendant USE stated that the bankruptcy language on Plaintiff’s credit reports would only be removed after Defendant USE received a copy of the “Reaffirmation Agreement,” which was the official procedure Defendant USE took in resolving such

1 situations, even though Plaintiff never filed for a bankruptcy.

2 34. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e by using
3 false, deceptive and misleading representations in connection with the
4 collection of Plaintiff's alleged debt. This section is incorporated into the
5 RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant USE has also
6 violated Cal. Civ. Code § 1788.17.

7 35. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(2)(A) by
8 falsely representing the character, amount, and legal status of Plaintiff's
9 alleged debt. This section is incorporated into the RFDCPA through Cal. Civ.
10 Code § 1788.17; thus, Defendant USE has also violated Cal. Civ. Code §
11 1788.17.

12 36. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(8) by
13 communicating credit information to the credit bureaus that is known or
14 should be known to be false. This section is incorporated into the RFDCPA
15 through Cal. Civ. Code § 1788.17; thus, Defendant USE has also violated Cal.
16 Civ. Code § 1788.17.

17 37. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(10) by
18 using false representations and deceptive means to collect Plaintiff's alleged
19 debt. This section is incorporated into the RFDCPA through Cal. Civ. Code §
20 1788.17; thus, Defendant also violated Cal. Civ. Code § 1788.17.

21 38. On or about December 2014, Plaintiff sent Defendant USE a copy of the
22 "Reaffirmation Agreement."

23 39. However, in a follow-up conversation with Defendant USE on or about
24 December 2014, Defendant USE told Plaintiff's brother's bankruptcy attorney
25 that Defendant USE was in receipt of the "Reaffirmation Agreement" but the
26 "Included in bankruptcy" language would only be removed after the U.S.
27 Bankruptcy Court discharged the case.

- 1 40. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e by using
2 false, deceptive and misleading representations in connection with the
3 collection of Plaintiff's alleged debt. This section is incorporated into the
4 RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant USE has also
5 violated Cal. Civ. Code § 1788.17.
- 6 41. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(2)(A) by
7 falsely representing the character, amount, and legal status of Plaintiff's
8 alleged debt. This section is incorporated into the RFDCPA through Cal. Civ.
9 Code § 1788.17; thus, Defendant USE has also violated Cal. Civ. Code §
10 1788.17.
- 11 42. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(8) by
12 communicating credit information to the credit bureaus that is known or
13 should be known to be false. This section is incorporated into the RFDCPA
14 through Cal. Civ. Code § 1788.17; thus, Defendant USE has also violated Cal.
15 Civ. Code § 1788.17.
- 16 43. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(10) by
17 using false representations and deceptive means to collect Plaintiff's alleged
18 debt. This section is incorporated into the RFDCPA through Cal. Civ. Code §
19 1788.17; thus, Defendant also violated Cal. Civ. Code § 1788.17.
- 20 44. In Plaintiff's credit report dated December 22, 2014, Defendants USE and
21 Trans Union continued to report that Defendant USE's account was
22 “ADVERSE” and “INCLUDED IN BANKRUPTCY.”
- 23 45. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e by using
24 false, deceptive and misleading representations in connection with the
25 collection of Plaintiff's alleged debt. This section is incorporated into the
26 RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant USE has also
27 violated Cal. Civ. Code § 1788.17.

- 1 46. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(2)(A) by
2 falsely representing the character, amount, and legal status of Plaintiff's
3 alleged debt. This section is incorporated into the RFDCPA through Cal. Civ.
4 Code § 1788.17; thus, Defendant USE has also violated Cal. Civ. Code §
5 1788.17.
- 6 47. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(8) by
7 communicating credit information to the credit bureaus that is known or
8 should be known to be false. This section is incorporated into the RFDCPA
9 through Cal. Civ. Code § 1788.17; thus, Defendant USE has also violated Cal.
10 Civ. Code § 1788.17.
- 11 48. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(10) by
12 using false representations and deceptive means to collect Plaintiff's alleged
13 debt. This section is incorporated into the RFDCPA through Cal. Civ. Code §
14 1788.17; thus, Defendant also violated Cal. Civ. Code § 1788.17.
- 15 49. Upon being notified that Defendant USE was reporting the inaccurate
16 information to Plaintiff's credit report, Plaintiff disputed the alleged debt with
17 Defendant Trans Union or about January 2015. In said dispute, Plaintiff
18 informed Defendants that Plaintiff never filed for a bankruptcy and thus the
19 "Included in bankruptcy" language should be removed from Plaintiff's credit
20 report.
- 21 50. Despite receipt of the information supporting Plaintiff's claims, Defendant
22 USE verified the inaccurate information and Defendant Trans Union
23 continued to report said information.
- 24 51. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e by using
25 false, deceptive and misleading representations in connection with the
26 collection of Plaintiff's alleged debt. This section is incorporated into the
27 RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant USE has also
28 violated Cal. Civ. Code § 1788.17.

- 1 52. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(2)(A) by
2 falsely representing the character, amount, and legal status of Plaintiff's
3 alleged debt. This section is incorporated into the RFDCPA through Cal. Civ.
4 Code § 1788.17; thus, Defendant USE has also violated Cal. Civ. Code §
5 1788.17.
- 6 53. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(8) by
7 communicating credit information to the credit bureaus that is known or
8 should be known to be false. This section is incorporated into the RFDCPA
9 through Cal. Civ. Code § 1788.17; thus, Defendant USE has also violated Cal.
10 Civ. Code § 1788.17.
- 11 54. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(10) by
12 using false representations and deceptive means to collect Plaintiff's alleged
13 debt. This section is incorporated into the RFDCPA through Cal. Civ. Code §
14 1788.17; thus, Defendant also violated Cal. Civ. Code § 1788.17.
- 15 55. Through this conduct, Defendant Trans Union violated 15 U.S.C. § 1681e by
16 failing to utilize reasonable procedures to assure maximum accuracy of
17 information concerning Plaintiff's credit file.
- 18 56. Through this conduct, Defendant USE has violated Cal. Civ. Code §
19 1785.25(a) by furnishing information to Trans Union, a consumer reporting
20 agency, that Defendant USE knew or should known was inaccurate.
- 21 57. Due to Defendants' failure to investigate, Defendants failed to update
22 Plaintiff's credit file with the correct information and continue to report
23 inaccurate information in violation of the FCRA.
- 24 58. Defendants, upon receipt of Plaintiff's dispute, failed to conduct an
25 investigation with respect to the disputed information as required by 15 U.S.C.
26 § 1681s-2(b)(1)(A).

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- 1 59. Defendants failed to review all relevant information provided by Plaintiff in
2 the dispute to Trans Union, as required by and in violation of 15 U.S.C. §
3 1681s-2(b)(1)(B).
- 4 60. Due to Defendants' failure to investigate, they each further failed to correct
5 and update Plaintiff's information as required by 15 U.S.C. § 1681s-
6 2(b)(1)(E), thereby causing continued reporting of inaccurate information in
7 violation of 15 U.S.C. § 1681s-2(b)(1)(C).
- 8 61. Plaintiff's continued efforts to correct Defendants' erroneous and negative
9 reporting of the Bankruptcy by communicating Plaintiff's dispute with
10 Defendants were fruitless.
- 11 62. Defendants' continued inaccurate and negative reporting of the Bankruptcy in
12 light of its knowledge of the actual error was willful.
- 13 63. Defendants' inaccurate and negative reporting damaged Plaintiff's
14 creditworthiness.
- 15 64. By inaccurately reporting account information relating to the Bankruptcy after
16 notice and confirmation of its errors, Defendants failed to take the appropriate
17 measures as determined in 15 U.S.C. §§ 1681s-2(b)(1)(D) and (E).

18 **FACTUAL ALLEGATIONS RE: EQUIFAX AND USE**

- 19 65. On or about February 2015, Plaintiff checked her Equifax credit report and
20 noticed Defendant Equifax reported the following derogatory and inaccurate
21 status language: "Reaffirmation of Debt; Auto."
- 22 66. A reaffirmation of debt is associated with bankruptcies. More specifically, a
23 reaffirmation agreement refers to an agreement made between a creditor and
24 debtor, which waives the discharge of a debt.
- 25 67. Again, however, Plaintiff never filed for a bankruptcy. Thus, there was no
26 reaffirmation agreement between Plaintiff and Defendant USE.

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- 1 68. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e by using
2 false, deceptive and misleading representations in connection with the
3 collection of Plaintiff's alleged debt. This section is incorporated into the
4 RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant USE has also
5 violated Cal. Civ. Code § 1788.17.
- 6 69. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(2)(A) by
7 falsely representing the character, amount, and legal status of Plaintiff's
8 alleged debt. This section is incorporated into the RFDCPA through Cal. Civ.
9 Code § 1788.17; thus, Defendant USE has also violated Cal. Civ. Code §
10 1788.17.
- 11 70. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(8) by
12 communicating credit information to the credit bureaus that is known or
13 should be known to be false. This section is incorporated into the RFDCPA
14 through Cal. Civ. Code § 1788.17; thus, Defendant USE has also violated Cal.
15 Civ. Code § 1788.17.
- 16 71. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(10) by
17 using false representations and deceptive means to collect Plaintiff's alleged
18 debt. This section is incorporated into the RFDCPA through Cal. Civ. Code §
19 1788.17; thus, Defendant also violated Cal. Civ. Code § 1788.17.
- 20 72. Upon being notified that Defendant USE was reporting the inaccurate
21 information on Plaintiff's credit report, Plaintiff disputed the alleged debt with
22 Defendant Equifax or about March 2015. In said dispute, Plaintiff informed
23 Defendants that Plaintiff never filed for a bankruptcy and thus the
24 "Reaffirmation of Debt; Auto" status language should be removed from
25 Plaintiff's credit report.
- 26 73. On or about March 21, 2015, Plaintiff received Defendant Equifax's
27 reinvestigation to Plaintiff's dispute and the "Reaffirmation of Debt; Auto"
28 status language was removed.

- 1 74. However, Plaintiff checked her Equifax credit report again on or about April
2 2015 and noticed the following inaccurate and derogatory language was
3 reporting once again: "Reaffirmation of debt."
- 4 75. Thus, despite receipt of the information supporting Plaintiff's claims,
5 Defendants USE and Equifax continued to report said incorrect information.
- 6 76. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e by using
7 false, deceptive and misleading representations in connection with the
8 collection of Plaintiff's alleged debt. This section is incorporated into the
9 RFDCPA through Cal. Civ. Code § 1788.17; thus, Defendant USE has also
10 violated Cal. Civ. Code § 1788.17.
- 11 77. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(2)(A) by
12 falsely representing the character, amount, and legal status of Plaintiff's
13 alleged debt. This section is incorporated into the RFDCPA through Cal. Civ.
14 Code § 1788.17; thus, Defendant USE has also violated Cal. Civ. Code §
15 1788.17.
- 16 78. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(8) by
17 communicating credit information to the credit bureaus that is known or
18 should be known to be false. This section is incorporated into the RFDCPA
19 through Cal. Civ. Code § 1788.17; thus, Defendant USE has also violated Cal.
20 Civ. Code § 1788.17.
- 21 79. Through this conduct, Defendant USE violated 15 U.S.C. § 1692e(10) by
22 using false representations and deceptive means to collect Plaintiff's alleged
23 debt. This section is incorporated into the RFDCPA through Cal. Civ. Code §
24 1788.17; thus, Defendant also violated Cal. Civ. Code § 1788.17.
- 25 80. Through this conduct, Defendant Equifax violated 15 U.S.C. § 1681e by
26 failing to utilize reasonable procedures to assure maximum accuracy of
27 information concerning Plaintiff's credit file.

- 1 81. Through this conduct, Defendant USE has violated Cal. Civ. Code §
2 1785.25(a) by furnishing information to Equifax, a consumer reporting
3 agency, that Defendant USE knew or should known was inaccurate.
4 82. Due to Defendants' failure to investigate, Defendants failed to update
5 Plaintiff's credit file with the correct information and continue to report
6 inaccurate information in violation of the FCRA.
7 83. Defendants, upon receipt of Plaintiff's dispute, failed to conduct an
8 investigation with respect to the disputed information as required by 15 U.S.C.
9 § 1681s-2(b)(1)(A).
10 84. Defendants failed to review all relevant information provided by Plaintiff in
11 the dispute to Equifax, as required by and in violation of 15 U.S.C. § 1681s-
12 2(b)(1)(B).
13 85. Due to Defendants' failure to investigate, they each further failed to correct
14 and update Plaintiff's information as required by 15 U.S.C. § 1681s-
15 2(b)(1)(E), thereby causing continued reporting of inaccurate information in
16 violation of 15 U.S.C. § 1681-s(2)(b)(1)(C).
17 86. Plaintiff's continued efforts to correct Defendants' erroneous and negative
18 reporting of the Bankruptcy by communicating Plaintiff's dispute with
19 Defendants were fruitless.
20 87. Defendants' continued inaccurate and negative reporting of the Bankruptcy in
21 light of its knowledge of the actual error was willful.
22 88. Defendants' inaccurate and negative reporting damaged Plaintiff's
23 creditworthiness.
24 89. By inaccurately reporting account information relating to the Bankruptcy after
25 notice and confirmation of its errors, Defendants failed to take the appropriate
26 measures as determined in 15 U.S.C. §§ 1681-s(2)(b)(1)(D) and (E).

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CAUSES OF ACTION

COUNT I

VIOLATION OF THE FAIR CREDIT REPORTING ACT

15 U.S.C. §§ 1681 ET SEQ.

[AGAINST ALL DEFENDANTS]

90. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
 91. The foregoing acts and omissions constitute numerous and multiple violations of the FCRA.
 92. As a result of each and every negligent violation of the FCRA, Plaintiff is entitled to actual damages, pursuant to 15 U.S.C. § 1681o(a)(1); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681o(a)(2), from Defendants.
 93. As a result of each and every willful violation of the FCRA, Plaintiff is entitled to actual damages or damages of not less than \$100 and not more than \$1,000 and such amount as the court may allow for all other class members, pursuant to 15 U.S.C. § 1681n(a)(1)(A); punitive damages as the court may allow, pursuant to 15 U.S.C. § 1681n(a)(2); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1681n(a)(3) from each Defendant.

COUNT II

VIOLATION OF THE CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES

ACT

CAL. CIV. CODE § 1785.1 ET SEQ.

[AGAINST DEFENDANT USE ONLY]

94. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.
 95. The foregoing acts and omissions constitute numerous and multiple violations of the California Consumer Credit Reporting Agencies Act.

- 1 96. In the regular course of its business operations, Defendant USE routinely
2 furnishes information to credit reporting agencies pertaining to transactions
3 between USE and USE's consumers, so as to provide information to a
4 consumer's credit worthiness, credit standing and credit capacity.
- 5 97. Because Defendant USE is a partnership, corporation, association, or other
6 entity, and is therefore a "person" as that term is defined by Cal. Civ. Code §
7 1785.3(j), USE is and always was obligated to not furnish information on a
8 specific transaction or experience to any consumer credit reporting agency if
9 the person knows or should have known that the information is incomplete or
10 inaccurate, as required by Cal. Civ. Code § 1785.25(a). Since Defendant USE
11 allegedly received all documents required to collect Plaintiff's alleged debt,
12 Defendant USE should have also known that Plaintiff's alleged debt had been
13 forgiven.

14 **COUNT III**

15 **VIOLATION OF THE ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT**

16 **Cal. Civ. Code § 1788, et seq.**

17 **[AGAINST DEFENDANT USE ONLY]**

- 18 98. Plaintiff incorporates by reference all of the above paragraphs of this
19 Complaint as though fully stated herein.
- 20 99. The foregoing acts and omissions constitute numerous and multiple violations
21 of the RFDCPA.
- 22 100. As a result of each and every violation of the RFDCPA, Plaintiff is entitled to
23 any actual damages pursuant to Cal. Civ. Code § 1788.30(a); statutory
24 damages for a knowing or willful violation in the amount up to \$1,000.00
25 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorneys fees and
26 costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendant USE.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendants:

- An award of actual damages, in an amount to be determined at trial or damages of a maximum of \$1,000 pursuant to 15 U.S.C. § 1681n(a)(1)(A), against Defendants for each incident of willful noncompliance of the FCRA;
 - An award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1788.30(a), against each named Defendant individually;
 - An award of punitive damages, as the Court may allow pursuant to 15 U.S.C. § 1681n(a)(2), against Defendants for each incident of willful noncompliance to the FCRA;
 - An award of statutory damages of \$1,000.00, pursuant to Cal. Civ. Code § 1788.30(b), against each named Defendant individually;
 - An award for costs and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n(a)(3), against Defendants for each incident of negligent noncompliance of the FCRA;
 - An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c), against each named Defendant individually;
 - An award of actual damages in an amount to be determined at trial pursuant to 15 U.S.C. § 1681o(a)(1) against Defendants for each incident of negligent noncompliance of the FCRA;
 - An award of costs and litigation and reasonable attorney's fees pursuant to 15 U.S.C. § 1681n(a)(3) and 15 U.S.C. § 1681o(a)(2) against Defendants for each incident of noncompliance of the FCRA;
 - An award of actual damages, in an amount to be determined at trial, pursuant to Cal. Civ. Code § 1785.31(a)(2)(A), against each named Defendant individually;

- 1 • Award of attorneys' fees and costs pursuant to Cal. Civ. Code §
2 1785.31(a)(1); and, Cal. Civ. Code § 1785.31(d) against each named
3 Defendant individually;
- 4 • An award of punitive damages of \$100-\$5,000 per willful violation of
5 Cal. Civ. Code § 1785.25(a), pursuant to Cal. Civ. Code §
6 1785.31(a)(2)(B);
- 7 • For equitable and injunctive relief pursuant to Cal. Civ. Code §
8 1785.31(b);
- 9 • Any and all other relief the Court deems just and proper.

10 Dated: April 20, 2015

11 Respectfully submitted,

12 **LAW OFFICE OF CLARK OVRUCHESKY**

13
14 By: /s/ Clark Ovruchesky
15 CLARK OVRUCHESKY, ESQ.
16 ATTORNEY FOR PLAINTIFF

17 **TRIAL BY JURY**

18 101. Pursuant to the seventh amendment to the Constitution of the United States of
19 America, Plaintiff is entitled to, and demands, a trial by jury.

20 Dated: April 20, 2015

21 Respectfully submitted,

22 **LAW OFFICE OF CLARK OVRUCHESKY**

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24 By: /s/ Clark Ovruchesky
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